

# **EXHIBIT “B”**

CAUSE NO. 096-290053-17

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THOMAS A. WILDER  
DISTRICT CLERK

NANCY CALHOUN, INDIVIDUALLY  
AND AS INDEPENDENT  
EXECUTRIX OF THE ESTATE OF  
RICHARD G. CALHOUN, DECEASED  
*Plaintiff*

VS

VS.

## AAA LIFE INSURANCE CO.

*Defendant*

IN THE DISTRICT COURT

## JUDICIAL DISTRICT

## TARRANT COUNTY, TEXAS

## PLAINTIFF'S ORIGINAL PETITION

**TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW NANCY CALHOUN, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RICHARD G. CALHOUN, Plaintiff herein, complaining of Defendant, AAA LIFE INSURANCE COMPANY, and would show the Court as follows:

I.

1.1 Pursuant to Rule 190, Texas Rules of Civil Procedure, Plaintiff hereby specifies that this case will be governed by a Discovery Control Plan conducted under Level 2 of said rule.

III.

2.1 Plaintiff, NANCY CALHOUN, INDIVIDUALLY AND AS INDEPENDENT EXECUTRIX OF THE ESTATE OF RICHARD G. CALHOUN, is an individual who resides at 5600 Joshua Court, Mansfield, Texas 76063 in Tarrant County.

2.2 Defendant, AAA LIFE INSURANCE COMPANY, is a foreign corporation. The defendant may be served with citation in this action by serving its registered agent for service, CT Corporation, at 1999 Bryan Street Suite 900, Dallas, Texas 75201-3136. Plaintiff requests that citation be issued and served, along with a copy of this Petition, on AAA LIFE INSURANCE COMPANY through its registered agent for service, CT Corporation System at the address stated above.

III.

3.1 Defendant, AAA LIFE INSURANCE COMPANY, is a foreign corporation. This Court has jurisdiction over the Defendant because it is authorized to do business in Texas, and this suit arose from defendant's business transactions in Texas. This Court has jurisdiction over the subject matter of this case because the amount in controversy exceeds this Court's minimum jurisdictional limit. Plaintiff seeks monetary relief over \$200,000 but not more than \$1,000,000.

3.2 Venue is proper in Tarrant County as per *Tex. Civ. Prac. & Rem. Code* § 15.002 because it is the county in which all or a substantial part of the events or omissions giving rise to Plaintiff's claim occurred; and it is the county in which the Plaintiff resided at the time of the accrual of her cause of action against the Defendant. Venue is also proper in Tarrant County as this case is a suit against a life insurance company and Tarrant County is the county in which the Plaintiff, a beneficiary of the policy made the basis of this suit, resided at the time her cause of action against the Defendant accrued. *Tex. Civ. Prac. & Rem. Code* § 15.032.

3.3 The last three digits of Plaintiff's social security number are 749. The last three digits of Plaintiff's driver's license number are 451.

IV.

4.1 The Defendant issued a life insurance policy in June 2015 on the life of the Plaintiff's husband, Richard Calhoun. The insurance policy issued by Defendant is attached as Exhibit "A".

4.2 Richard Calhoun passed away on December 4, 2015. After Mr. Calhoun died, Plaintiff submitted her claim to the Defendant for payment of the insurance proceeds. The claim was, however, denied.

4.3 On the date of Mr. Calhoun's death, the premiums had been paid and to the understanding of the Plaintiff were current. The premiums had been paid for by community property funds. The policy was issued in the State of Texas, and all conditions required for the contract to be in full force and effect on the date of Mr. Calhoun's death had been met.

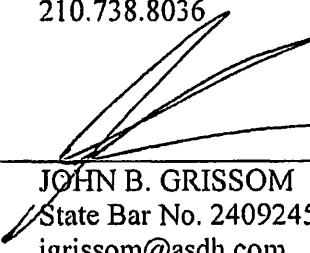
4.4 The Defendant's failure to pay the claim under the Contract has caused the Plaintiff to suffer damages in the amount of the face value of the insurance policy. The face value of the policy was in the amount of \$200,000.00 for which Plaintiff sues herein.

WHEREFORE PREMISES CONSIDERED, Plaintiff prays that she have judgment against the Defendant as requested herein, pre-judgment and post-judgment interest at the maximum rate permitted by law and all other damages to which she is legally entitled whether at law or in equity.

Respectfully submitted,

ALLEN, STEIN & DURBIN, P.C.  
6243 IH-10 West, 7th Floor  
P. O. Box 101507  
San Antonio, Texas 78201  
Tel: 210.734.7488  
Fax: 210.738.8036

By: \_\_\_\_\_

  
JOHN B. GRISSOM  
State Bar No. 24092457  
jgrissom@asdhs.com

ATTORNEY FOR NANCY CALHOUN,  
INDIVIDUALLY AND AS INDEPENDENT  
EXECUTRIX OF THE ESTATE OF RICHARD G.  
CALHOUN

June 1, 2015

**RICHARD G CALHOUN**

**Insured:**

**RICHARD G CALHOUN**  
Certificate Number: ..... 4028538777  
Coverage: ..... \$200,000  
Billing Interval: ..... Monthly  
Billing Amount: ..... \$191.97  
Payment Due By: ..... June 26, 2015

Dear RICHARD G CALHOUN,

**Congratulations! Your application for \$200,000 of Group Term Life Insurance has been APPROVED with a coverage start date of June 26, 2015. Your Certificate of Insurance and a copy of your application are enclosed.**

To ensure that your coverage takes effect, visit [www.AAALife.com/billpay](http://www.AAALife.com/billpay) to pay online or mail the Premium due Notice with payment. Once effective, you can renew your coverage through age 79, if you wish, REGARDLESS of any changes in your health. In compliance with current insurance regulations, we are enclosing a replacement form. If this certificate is intended to replace any other life insurance, please complete the form in its entirety and return it to us within 30 days using the enclosed postage-paid envelope.

On your application, you asked to be billed Monthly. Because this is a AAA Group Rate, the Monthly amount is only \$191.97 – which may be more economical than individual rates you'd likely pay elsewhere for the same coverage.

**Pay online at [www.AAAILife.com/billpay](http://www.AAAILife.com/billpay) or mail your payment in the postage-paid envelope to arrive before June 28, 2015 and your life insurance will go into effect on the coverage start date.**

You made a wise choice in selecting this insurance. Term life insurance – often called “pure” insurance – is the life insurance most recommended by Life Insurance Professionals. It gives you the most coverage of its kind for the least cost.

As a result, should anything happen to you after you have paid for this policy, your family will receive \$200,000 to help them achieve the goals you share.\* This money may make all the difference in the world to them.

**WHILE YOU ARE APPROVED:** your payment is needed. This will start your life insurance coverage. If you delay, you may lose your approved status, and may have to apply all over again.

**Don't risk that, not when the \$200,000 coverage is in your grasp.**

Sincerely,

**Harold W. Huffstetler, Jr.  
President and Fellow Member**

RICHARD G CALHOUN.

Pay online at [www.AAALife.com/billpay](http://www.AAALife.com/billpay) or detach Premium Due Notice below and mail with payment to arrive no later than June 26, 2015 \*Exclusions may apply. Please see policy for details.

4028538777

RICHARD G CALHOUN

**\$200,000**

**\$181.97**

## Monthly

6/26/2015



Life Insurance  
Company

## Privacy Notice

### Important Information About Your Privacy

17900 N Laurel Park Dr  
Livonia, MI 48152  
(800) 624-1662  
(866) 494-3254 fax

This notice describes our current privacy policy and practices relating to your nonpublic personal information. We will provide this notice to you at least once a year as required by law. You do not need to contact us to benefit from our privacy protections. This notice applies to AAA Life Insurance Company, Auto Club Life Insurance Company, and their agents. If you have a relationship with AAA or affiliated AAA companies, you may receive additional privacy notices from them.

### What does AAA Life Insurance Company do with your personal information?

WHY IS IT NEEDED?	In order to provide our life insurance, annuity, and travel accident products to you, we gather private and nonpublic personal information about you. Federal and state law requires us to tell you how we collect, share, and protect your nonpublic personal data. Please read this notice to understand how AAA Life handles this information.
WHAT IS COLLECTED?	The type of personal information we collect and share depends on the product you have with us. This information can include Social Security number, personal medical information, and bank account number(s).
HOW IS YOUR INFORMATION PROTECTED?	We have implemented high standards to safeguard your personal information and maintain strict control over access to such information. These standards meet or exceed the federal and state law requirements. In order to ensure the safety and confidentiality of your nonpublic personal information, we continually: <ul style="list-style-type: none"> <li>• Maintain and monitor physical, electronic, and procedural safeguards.</li> <li>• Review our policies and practices.</li> <li>• Monitor our computer networks.</li> <li>• Test the strength of our security.</li> <li>• Restrict employee access to those who need the information to perform their assigned duties and provide products and services to you, and</li> <li>• Perform full and thorough employee background screening to include criminal background and drug screening processes.</li> </ul>
DO YOU NEED TO DO ANYTHING?	You do <b>NOT</b> need to take any action in response to this Privacy Notice. Because we do not share your private or nonpublic personal information with anyone other than as described in this notice, you do not need to "opt-out" or "opt-in". If, however, after reading this notice, you have questions, please feel free to contact us.

### OUR PRIVACY PRINCIPLES:

- We do not sell or rent your personal information.
- We do not share your personal information with companies who want to market their products or services to you.
- We do not allow those who do business on our behalf to use our customer information for their own marketing purposes.
- We require all entities providing products or services on our behalf to protect customer information.
- We do not share your medical information unless you expressly authorize it. It is permitted or required by law, or your application, policy, or contract with us permits disclosure.
- All customers (former, existing, and potential) receive the same privacy protections.

### INFORMATION WE MAY COLLECT AND USE:

Private and nonpublic personal information is the information about you that cannot be obtained from public sources such as telephone directories or government records. We seek to collect and use only information that is necessary to conduct our business, advise you of our products and services, provide you with customer service, and confirm your identity. We may gather nonpublic information about you through sources such as:

- Applications, forms, and medical exams and tests that you complete.
- Policies, certificates, and contracts for products that you have with us.
- Written, electronic, telephone, and other communications from you or your agent or AAA Club.
- Your transactions or experiences with us, such as payment, underwriting, and claim information.
- We may also gather personal information from persons other than the individual or individuals proposed for coverage.



17900 N. Laurel Park Drive  
Livonia, MI 48152  
1-800-624-1662

**IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES**

This document must be signed by the applicant, and copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discounting or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? YES NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? YES NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant and the policy or contract number if available) and whether each policy will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)

Make sure you know the facts. Contact your existing company or its agents for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer.

Ask for and retain all sales material regarding this sale. Be sure you are making an informed decision.

The existing policy or contract is being replaced because \_\_\_\_\_.



## Group Insurance Certificate

Group Policy # GT8107

Certificate Holder:

RICHARD G CALHOUN

Certificate #4028538777

**PLEASE READ YOUR CERTIFICATE CAREFULLY.** This Certificate is a legal contract between You and Us. We issue it in return for Your application and payment of the first premium. An index to the Certificate's contents is on the next page.

We issue this Certificate to You as evidence of coverage under the Group Policy. We agree to pay the benefits provided by the terms of the Group Policy, which are summarized in this Certificate. If there is a discrepancy between this Certificate and the Group Policy, the terms and conditions of the Group Policy will govern.

**Beneficiary.** As stated on Your application, unless later changed as allowed by this Certificate.

**Thirty-one Day Right to Examine.** You have the right to examine this Certificate for a period 31 days after receipt. If You are not satisfied with the coverage provided, You may return this Certificate. All You have to do is mail or deliver it within 31 days to Our Home Office with a written request that We cancel it. If returned within the right to examine period, the Certificate will be considered void from the start and We will refund, within 31 days of its return, all premiums You have paid.

**THE BENEFITS OF THIS CERTIFICATE PROVIDING YOUR COVERAGE ARE GOVERNED BY THE LAWS  
OF A STATE OTHER THAN TEXAS**

A handwritten signature in black ink that appears to read "Harold W. Huffstetler, Jr."

Harold W. Huffstetler, Jr., President

A handwritten signature in black ink that appears to read "Diane L. Coudurier".

Diane L. Coudurier, Secretary

**TOLL FREE INFORMATION AND COMPLAINT NUMBER: (800) 624-1662**

**GROUP TERM LIFE INSURANCE**

**Offered Exclusively for Members of the American Automobile Association  
Non-Participating – Not Eligible for Dividends**

**Home Office Mailing Address: 17900 N. Laurel Park Drive, Livonia, Michigan, 48152  
Website: [www.aaalife.com](http://www.aaalife.com)**

## AAA LIFE INSURANCE COMPANY

### IMPORTANT NOTICE

#### To obtain information or make a complaint:

- You may call AAA Life's toll-free telephone number for information or to make a complaint at:

**1-800-624-1662**

- You may also write to AAA Life at:

**17900 N. Laurel Park Drive  
Livonia, MI 48152-3985**

- You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

- You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: ConsumerProtection@tdi.state.tx.us**

#### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact AAA Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

#### Para obtener informacion o para someter una queja:

- Usted puede llamar al numero de telefono gratis de AAA Life's para informacion o para someter una queja al:

**1-800-624-1662**

- Usted tambien puede escribir a AAA Life:

**17900 N. Laurel Park Drive  
Livonia, MI 48152-3985**

- Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: ConsumerProtection@tdi.state.tx.us**

#### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con AAA Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para propósito de informacion y no se convierte en parte o condicion del documento adjunto.

**Certificate of Group Term Life Insurance  
Schedule of Benefits and Premiums**

**Group Master Policyholder:** BankNewport as Trustee of the AAA Group Insurance Trust,  
Newport, Rhode Island

Insured:	RICHARD G CALHOUN	Certificate Number:	4028538777
Effective Date:	June 26, 2015	Issue Date:	June 1, 2015
Issue Age:	61	Date of Birth:	██████████
Sex:	Male	Issue State:	TX
Premium Class:	STANDARD NON-NICOTINE	Total Initial Annual Premium:	\$2,267.66*
Premium Frequency Mode:	Monthly	Total Initial Modal Premium:	\$191.97*
Conversion Age:	To the Insured's Attained Age 65. No conversions will be allowed once the insured reaches age 65 or on those certificates issued on or after age 65.		

An administrative fee of \$3.00/month will be added for Direct Monthly Billing.

<u>Benefit Type</u>	<u>Benefit Amount</u>	<u>Monthly Premium</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Base Term Life Insurance	\$200,000	\$191.97	6/26/2015	6/26/2034
<u>Endorsements</u>				
Accelerated Death Benefit Endorsement		No charge	6/26/2015	6/26/2034

Coverage is renewable annually, but not beyond the Expiration Date. Expiration Dates shown are contingent upon this Certificate and Group Master Policy continuing in force.

\*The Total premium shown includes the Base Term Life Insurance premium for your Attained Age, and the premium for any Riders attached hereto.

Print Date: June 1, 2015

GT8107CERTTX

**EXHIBIT A**

NC000006

**Schedule of Benefits and Premiums (Continued)**

**Insured:** RICHARD G CALHOUN  
**Base Term Life Insurance:** \$200,000

**Certificate Number** 4028538777

**Renewal Monthly Premiums**

<b><u>Attained Age</u></b>	<b><u>Base Term Life Without Riders</u></b>	<b><u>Base Term Life With All Riders</u></b>
61-64	\$188.97	\$188.97
65-69	\$328.61	\$328.61
70-74	\$503.94	\$503.94
75-79	\$839.90	\$839.90

**Print Date:** June 1, 2015

GT8107CERTTX

3a

**EXHIBIT A**

NC000007

## PART I – DEFINITIONS

### **Attained Age**

means, on any given date, Your age on the most recent Renewal Date. During the first year of coverage under this Certificate, Your Attained Age is Your Issue Age.

### **Effective Date**

means the date this Certificate becomes effective. It is shown on the Certificate Schedule of Benefits and Premiums Page (Schedule Page). The Effective Date is the date We use to determine Renewal Dates.

### **Eligible Member (Member)**

means, on the Issue Date, a person whose name appears in good standing in the active files of the American Automobile Association.

### **Eligible Spouse (Spouse)**

means on the Issue Date, the legal Spouse of a Member.

### **Evidence of Insurability**

means proof satisfactory to Us that an Insured is an acceptable risk under the Group Policy.

### **Group Policy**

means Group Life Insurance Policy bearing the number GT8107, issued to the Policyholder by Us. It includes any Riders or Endorsements attached to it.

### **Home Office**

means the main administrative office of AAA Life Insurance Company located at 17900 N. Laurel Park Drive, Livonia, Michigan 48152.

### **Insured**

means a Member or Spouse whose name appears on the Schedule Page, and who is insured under the Group Policy, including any elected Riders or Endorsements.

### **Issue Date**

means the date we issue this Certificate, which is shown on the Schedule Page. The Issue Date is the date We use to measure the applicable time periods of the Suicide and Incontestability provisions in this Certificate.

### **Officer of the Company**

means the President, a Vice President or Secretary of AAA Life Insurance Company.

### **Modal Premium**

the Premium payment method chosen (Annually, Semi-Annually, Quarterly or Monthly) for the life insurance Benefit Amount plus any additional benefit Riders. This is shown on the Schedule of Benefits and Premiums as the Premium Frequency Mode.

### **Policyholder**

means the Group Policyholder named on the Schedule Page.

### **Renewal Period**

means each one-year period, after the first year, that this Certificate remains in force.

### **We, Our, and Us**

means AAA Life Insurance Company at its Home Office.

### **Written Notice**

means notification satisfactory to Us and received by Us at our Home Office.

### **You and Your**

means the person insured by this Certificate as named on the Schedule Page.

### PART III – GENERAL PROVISIONS

#### **Suicide Limitation**

If You die by suicide, while sane or insane, within 2 years of the Issue Date, Our liability will be limited to a refund of the premiums paid.

#### **Incontestability**

We will not contest the validity of Your insurance after it has been in force for a period of 2 years from the Issue Date, during Your lifetime. We will not use a statement made by You on Your signed application to contest a claim unless:

1. You die within 2 years of the Issue Date; and
2. Any answer, representation or acknowledgment made by You on Your signed application for insurance was not true and/or complete; and
3. If We had known the correct facts, We would not have issued the Certificate, or the Certificate would not have been issued in its present form for the amount of insurance and/or the premium rate.

If We reinstate this Certificate, any material misstatements made by You on Your signed application for reinstatement are subject to the provisions of this section as of the reinstatement date.

#### **Statements**

We consider all statements made by You in the application to be representations and not warranties, unless they are fraudulent. No statement will be used to void coverage or reduce benefits unless:

1. It is in writing; and
2. A copy is attached to this Certificate.
3. A copy is furnished to You or Your Beneficiary.

#### **Assignment**

You may not use the benefits under this Certificate for a collateral assignment.

#### **Misstatement of Age or Sex**

If Your age or sex was misstated, Your correct age or sex as of the date of application will be used to determine:

1. The Effective, Renewal, or Expiration Dates of any benefits provided under this Certificate;
2. The amount of insurance; and
3. Any other rights or benefits under the Certificate.

If Your age or sex was misstated, We will adjust the amount of life insurance to be the amount that the premiums would have purchased at Your correct age or sex, on the date of application.

~~If, based on Your correct age, coverage under this Certificate would not have become effective, Our liability will be limited to a refund of Premiums, and the Certificate will be considered void from the start.~~

#### **Grace Period**

We will allow a 31 day grace period for all premiums due, except the first one. During this period the coverage will remain in force. If the premium due is not paid by the end of the Grace Period, the coverage provided by the Certificate will lapse. All insurance ends when the Certificate lapses. If Your death occurs during the Grace Period, We will deduct any unpaid premium due from the benefit amount otherwise payable.

#### **Reinstatement of Insurance**

If We terminate insurance for non-payment of premium, You may reinstate coverage within 90 days following the last unpaid premium due date. You must pay all overdue premiums and provide Us with satisfactory Evidence of Insurability. We will not cover any loss under the reinstated Certificate that occurred during the lapse period. If You have converted Your coverage to an individual policy of permanent insurance under the Conversion Privilege, You may not reinstate Your coverage under this Certificate.

## PART VI – CLAIMS AND BENEFIT PAYMENTS

### Payment of Claims

Life Insurance Benefits will be payable according to the beneficiary designation in effect at time of payment. All other benefits are paid directly to You.

### Notice of Claim

Written Notice of Claim must be given to Us within 30 days after a covered Loss occurs, or as soon after that as reasonably possible. The notice should be sent to Our Home Office. Our mailing address for Notice of Claim is shown on the first page of this Certificate. Notice should include Your name and the Certificate Number.

### Claim Forms

When We receive a Notice of Claim, We will furnish to the claimant our normal forms for filing Proofs of Loss. If We do not furnish those forms within 15 days after we receive the Notice, the claimant may submit Written Proof of Loss which includes a Death Certificate, if applicable, and a description of the occurrence, extent and character of the loss for which claim is made. Written Proof of Loss is subject to the time frames outlined in the next paragraph.

### Written Proof of Loss

We must receive Written Proof of Loss, satisfactory to Us, at Our Home Office within 90 days after the date the Loss occurs. If it was not reasonably possible to give Us Written Proof of Loss within 90 days We will not reduce or deny a claim for this reason, provided the Written Proof of Loss was submitted as soon as reasonably possible. However, in no event, except in the absence of legal capacity, will benefits be paid if Written Proof of Loss is not submitted within 1 year from the date the Loss occurs.

### Time Payment of Claims

We will pay the Claims for benefits provided under this Certificate within 2 months of Our receipt of (1) Written Proof of Loss and (2) written proof of the right of the claimant to receive the benefits..

### Payment of Death Benefit Proceeds

Unless restricted by law, We will pay the benefit proceeds due upon Your death as follows:

1. If You have named 1 or more beneficiaries, the benefit proceeds will be paid to the surviving beneficiary or beneficiaries in equal shares, unless otherwise stated by You; or
2. If You have not named a beneficiary, or if no named beneficiary survives You, the benefit will be paid to Your estate.
3. If any benefit is payable to Your estate or to a beneficiary who is a minor or otherwise not competent to give a valid release, We may pay an amount up to \$10,000 to any relative by blood or marriage whom We consider to be equitably entitled. If we make such a payment in good faith, We will not be liable for the amount paid.

### Physical Examination and Autopsy

We have the right, at Our expense, to examine the person for whom a claim is made under this Certificate when and as often as it may reasonably require, but not more than once every three months, during the pendency of a claim and to have an autopsy performed in case of death where it is not forbidden by law.

### Legal Actions

Legal action may not be taken to receive benefits until 60 days after the date Written Proof of Loss was submitted as described above. Legal action may not be taken after the expiration of 2 years after the date Written Proof of Loss was submitted as described above.

### Benefit Proceeds Payment Options

Any amount payable under the Certificate in settlement of a claim will be paid by Us in one lump sum, or any payment option mutually agreed upon.

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**EXHIBIT A**

**NC000011**



(A Stock Company)  
17900 N. Laurel Park Drive, Livonia, MI 48152-3985  
(800) 624-1662

**ACCELERATED DEATH BENEFIT ENDORSEMENT  
(THIS ENDORSEMENT IS NOT A LONG-TERM CARE ENDORSEMENT)**

**IMPORTANT NOTICE: BENEFITS PROVIDED UNDER YOUR CERTIFICATE OF GROUP TERM LIFE INSURANCE WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID.**

**THE ACCELERATED DEATH BENEFITS OFFERED UNDER THIS ENDORSEMENT MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON SUCH FACTORS SUCH AS YOUR LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED. IF THE ACCELERATED DEATH BENEFIT QUALIFIES FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDED FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATED TO ACCELERATED DEATH BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATED DEATH BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.**

**RECEIPT OF ACCELERATION-OF-LIFE-INSURANCE BENEFITS MAY AFFECT YOUR SPOUSE OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.**

This Endorsement is attached to and becomes a part of Your Certificate. Wherever the term "Schedule Page" appears in this Endorsement, it shall have the same meaning as the term Data Page. This Endorsement will remain in effect only while the Certificate remains in effect. It is governed by the terms of the Group Policy and Certificate that are not in conflict with the provisions of this Endorsement.

**EFFECTIVE DATE**

This Endorsement will not become effective unless the Certificate is in force.

The Effective Date of this Endorsement is shown on the Schedule Page (page 3a. of Your Certificate.) If We reinstate coverage under this Endorsement, the Effective Date of the reinstated coverage will be shown in a new Schedule Page (page 3a of Your Certificate.)

**BENEFIT**

This Endorsement allows You to request an Accelerated Death Benefit Amount subject to all the provisions of the Group Policy and Your Certificate. This Endorsement is not intended to provide health, nursing home, or long-term care insurance.

**INSURED ("YOU" OR "YOUR")**

If You are the Insured named on the Schedule Page, You are covered by this Endorsement.

**PHYSICIAN**

A doctor of medicine (M.D.) or osteopathy (D.O.) legally authorized to practice medicine or surgery, within the scope of such authorization, by the state which he or she performs such function or action. A Physician must not be the spouse, child, sibling, parent, grandparent, grandchild, or in-law of the Insured.

**TERMINATION**

This Endorsement will terminate on the earliest of:

1. the date when the Certificate this Endorsement is attached to terminates; or
2. when You request that we cancel it by notifying us in writing; or
3. upon Your death.

Signed for AAA Life Insurance Company at Its Home Office in Livonia, Michigan



Harold W. Huffstetler, Jr., President



Diane L. Coudurier, Secretary

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not cover your policy in full or in part due to statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies; up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purposes of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association or protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or  
[txlifega.org](http://txlifega.org)

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
888-252-3439 or  
[www.tdi.texas.gov](http://www.tdi.texas.gov)

## AAA LIFE INSURANCE COMPANY

### IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call AAA Life's toll-free telephone number for information or to make a complaint at:

**1-800-624-1662**

- You may also write to AAA Life at:

**17900 N. Laurel Park Drive  
Livonia, MI 48152**

- You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights, or complaints at:

**1-800-252-3439**

- You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.**

### AVISO IMPORTANTE

Para obtener información o para presentar una queja:

- Usted puede llamar al número de teléfono gratuito de AAA Life's para obtener información o para presentar una queja al:

**1-800-624-1662**

- Usted también puede escribir a AAA Life:

**17900 N. Laurel Park Drive  
Livonia, MI 48152**

- Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

**1-800-252-3439**

- Usted puede escribir al Departamento de Seguros de Texas a:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)**

### DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con la compañía primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

**ADJUNTE ESTE AVISO A SU PÓLIZA:** Este aviso es solo para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



**AAA Life Insurance Company**

17900 N. Laurel Park Drive

Livonia, MI 48152

Call toll-free: 1-800-684-4222

[www.AAAlife.com](http://www.AAAlife.com)

June 1, 2015

RICHARD G CALHOUN

**SUMMARY: Keep for your records**

<b>Insured:</b>	RICHARD G CALHOUN
<b>Certificate Number:</b>	4028598777
<b>Coverage:</b>	\$200,000
<b>Billing Interval:</b>	Monthly
<b>Billing Amount:</b>	\$191.97
<b>Payment Due By:</b>	June 26, 2015

Dear RICHARD G CALHOUN,

Congratulations! Your application for \$200,000 of Group Term Life Insurance has been APPROVED with a coverage start date of June 26, 2015. Your Certificate of Insurance and a copy of your application are enclosed.

To ensure that your coverage takes effect, visit [www.AAAlife.com/billpay](http://www.AAAlife.com/billpay) to pay online or mail the Premium due Notice with payment. Once effective, you can renew your coverage through age 79, if you wish, REGARDLESS of any changes in your health. In compliance with current insurance regulations, we are enclosing a replacement form. If this certificate is intended to replace any other life insurance, please complete the form in its entirety and return it to us within 30 days using the enclosed postage-paid envelope.

On your application, you asked to be billed Monthly. Because this is a AAA Group Rate, the Monthly amount is only \$191.97 – which may be more economical than individual rates you'd likely pay elsewhere for the same coverage.

Pay online at [www.AAAlife.com/billpay](http://www.AAAlife.com/billpay) or mail your payment in the postage-paid envelope to arrive before June 26, 2015 and your life insurance will go into effect on the coverage start date.

You made a wise choice in selecting this insurance. Term life insurance – often called "pure" insurance – is the life insurance most recommended by life insurance professionals. It gives you the most coverage of its kind for the least cost.

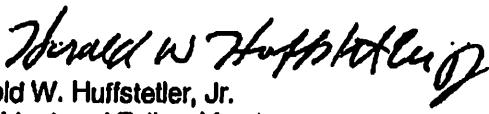
As a result, should anything happen to you after you have paid for this policy, your family will receive \$200,000 to help them achieve the goals you share.\* This money may make all the difference in the world to them.

**WHILE YOU ARE APPROVED:** your payment is needed. This will start your life insurance coverage. If you delay, you may lose your approved status, and may have to apply all over again.

Don't risk that, not when the \$200,000 coverage is in your grasp.

**SUBJECT TO DEADLINE**  
—**PLEASE MAIL NOW or PAY AT**  
[www.AAAlife.com/billpay](http://www.AAAlife.com/billpay)

Sincerely,

  
Harold W. Huffstetler, Jr.  
President and Fellow Member

RICHARD G CALHOUN,  
Pay online at [www.AAAlife.com/billpay](http://www.AAAlife.com/billpay) or detach Premium Due Notice below and mail with payment to arrive no later than June 26, 2015 \*Exclusions may apply. Please see policy for details.

**EXHIBIT A**

NC0000016

ALDM-18010-710-XX

Life Insurance  
Company

## Privacy Notice

### Important Information About Your Privacy

17900 N Laurel Park Dr  
Livonia MI 48152  
(800) 624-1662  
(888) 494-3254 fax

This notice describes our current privacy policy and practices relating to your nonpublic personal information. We will provide this notice to you at least once a year as required by law. You do not need to contact us to benefit from our privacy protections. This notice applies to AAA Life Insurance Company, Auto Club Life Insurance Company, and their agents. If you have a relationship with AAA or affiliated AAA companies, you may receive additional privacy notices from them.

### What does AAA Life Insurance Company do with your personal information?

<b>WHY IS IT NEEDED?</b>	In order to provide our life insurance, annuity, and travel accident products to you, we gather private and nonpublic personal information about you. Federal and state law requires us to tell you how we collect, share, and protect your nonpublic personal data. Please read this notice to understand how AAA Life handles this information.
<b>WHAT IS COLLECTED?</b>	The type of personal information we collect and share depends on the product you have with us. This information can include Social Security number, personal medical information, and bank account number(s).
<b>HOW IS YOUR INFORMATION PROTECTED?</b>	We have implemented high standards to safeguard your personal information and maintain strict control over access to such information. These standards meet or exceed the federal and state law requirements. In order to ensure the safety and confidentiality of your nonpublic personal information, we continually: <ul style="list-style-type: none"> <li>• Maintain and monitor physical, electronic, and procedural safeguards.</li> <li>• Review our policies and practices.</li> <li>• Monitor our computer networks.</li> <li>• Test the strength of our security.</li> <li>• Restrict employee access to those who need the information to perform their assigned duties and provide products and services to you, and</li> <li>• Perform full and thorough employee background screening to include criminal background and drug screening processes</li> </ul>
<b>DO YOU NEED TO DO ANYTHING?</b>	You do <b>NOT</b> need to take any action in response to this Privacy Notice. Because we do not share your private or nonpublic personal information with anyone other than as described in this notice, you do not need to "opt-out" or "opt-in". If, however, after reading this notice, you have questions, please feel free to contact us.

### OUR PRIVACY PRINCIPLES:

- We do not sell or rent your personal information
- We do not share your personal information with companies who want to market their products or services to you
- We do not allow those who do business on our behalf to use our customer information for their own marketing purposes
- We require all entities providing products or services on our behalf to protect customer information
- We do not share your medical information unless you expressly authorize it, it is permitted or required by law, or your application, policy, or contract with us permits disclosure
- All customers (former, existing, and potential) receive the same privacy protections

### INFORMATION WE MAY COLLECT AND USE:

Private and nonpublic personal information is the information about you that cannot be obtained from public sources such as telephone directories or government records. We seek to collect and use only information that is necessary to conduct our business, advise you of our products and services, provide you with customer service, and confirm your identity. We may gather nonpublic information about you through sources such as:

- Applications, forms, and medical exams and tests that you complete
- Policies, certificates, and contracts for products that you have with us
- Written, electronic, telephone, and other communications from you or your agent or AAA Club
- Your transactions or experiences with us, such as payment, underwriting, and claim information
- We may also gather personal information from persons other than the individual or individuals proposed for coverage



17900 N. Laurel Park Drive  
Livonia, MI 48152  
1-800-624-1662

### **IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES**

This document must be signed by the applicant, and copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discounting or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? YES NO
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? YES NO

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant and the policy or contract number if available) and whether each policy will be replaced or used as a source of financing:

INSURER NAME	CONTRACT OR POLICY #	INSURED OR ANNUITANT	REPLACED (R) OR FINANCING (F)

Make sure you know the facts. Contact your existing company or its agents for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer.

Ask for and retain all sales material regarding this sale. Be sure you are making an informed decision.

The existing policy or contract is being replaced because \_\_\_\_\_



## Group Insurance Certificate

Group Policy # GT8107

Certificate Holder: Certificate #4028538777

RICHARD G CALHOUN  
[REDACTED]

**PLEASE READ YOUR CERTIFICATE CAREFULLY.** This Certificate is a legal contract between You and Us. We issue it in return for Your application and payment of the first premium. An index to the Certificate's contents is on the next page.

We issue this Certificate to You as evidence of coverage under the Group Policy. We agree to pay the benefits provided by the terms of the Group Policy, which are summarized in this Certificate. If there is a discrepancy between this Certificate and the Group Policy, the terms and conditions of the Group Policy will govern.

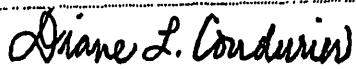
**Beneficiary.** As stated on Your application, unless later changed as allowed by this Certificate.

**Thirty-one Day Right to Examine.** You have the right to examine this Certificate for a period 31 days after receipt. If You are not satisfied with the coverage provided, You may return this Certificate. All You have to do is mail or deliver it within 31 days to Our Home Office with a written request that We cancel it. If returned within the right to examine period, the Certificate will be considered void from the start and We will refund, within 31 days of its return, all premiums You have paid.

**THE BENEFITS OF THIS CERTIFICATE PROVIDING YOUR COVERAGE ARE GOVERNED BY THE LAWS  
OF A STATE OTHER THAN TEXAS**

A handwritten signature in black ink that appears to read "Harold W. Huffstetler, Jr."

Harold W. Huffstetler, Jr., President

A handwritten signature in black ink that appears to read "Diane L. Coudurier".

Diane L. Coudurier, Secretary

**TOLL FREE INFORMATION AND COMPLAINT NUMBER: (800) 624-1662**

**GROUP TERM LIFE INSURANCE**

**Offered Exclusively for Members of the American Automobile Association  
Non-Participating – Not Eligible for Dividends**

**Home Office Mailing Address: 17900 N. Laurel Park Drive, Livonia, Michigan, 48152  
Website: [www.aaalife.com](http://www.aaalife.com)**

## AAA LIFE INSURANCE COMPANY

### IMPORTANT NOTICE

To obtain information or make a complaint:

- You may call AAA Life's toll-free telephone number for information or to make a complaint at:

**1-800-624-1662**

- You may also write to AAA Life at:

**17900 N. Laurel Park Drive  
Livonia, MI 48152-3985**

- You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

- You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: ConsumerProtection@tdi.state.tx.us**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact AAA Life Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR

**POLICY:** This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener información o para someter una queja:

- Usted puede llamar al número de teléfono gratis de AAA Life's para información o para someter una queja al:

**1-800-624-1662**

- Usted también puede escribir a AAA Life:

**17900 N. Laurel Park Drive  
Livonia, MI 48152-3985**

- Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

**1-800-252-3439**

- Puede escribir al Departamento de Seguros de Texas:

**P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: ConsumerProtection@tdi.state.tx.us**

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con AAA Life Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento de Seguros de Texas.

**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

## Certificate of Group Term Life Insurance Schedule of Benefits and Premiums

**Group Master Policyholder:** BankNewport as Trustee of the AAA Group Insurance Trust, Newport, Rhode Island

**Insured:** RICHARD G CALHOUN **Certificate Number:** 4028538777

**Effective Date:** June 26, 2015 **Issue Date:** June 1, 2015

**Issue Age:** 61 **Date of Birth:** [REDACTED]

**Sex:** Male **Issue State:** TX

**Premium Class:** STANDARD NON-NICOTINE **Total Initial Annual Premium:** \$2,267.66\*

**Premium Frequency Mode:** Monthly **Total Initial Modal Premium:** \$191.97\*

**Conversion Age:** To the Insured's Attained Age 65. No conversions will be allowed once the Insured reaches age 65 or on those certificates issued on or after age 65.

An administrative fee of \$3.00/month will be added for Direct Monthly Billing.

<u>Benefit Type</u>	<u>Benefit Amount</u>	<u>Monthly Premium</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Base Term Life Insurance	\$200,000	\$191.97	6/26/2015	6/26/2034
<u>Endorsements</u>				
Accelerated Death Benefit Endorsement		No charge	6/26/2015	6/26/2034

Coverage is renewable annually, but not beyond the Expiration Date. Expiration Dates shown are contingent upon this Certificate and Group Master Policy continuing in force.

\*The Total premium shown includes the Base Term Life Insurance premium for your Attained Age, and the premium for any Riders attached hereto.

Print Date: June 1, 2015

GT8107CERTTX

**EXHIBIT A**

NC000021

**Schedule of Benefits and Premiums (Continued)**

**Insured:** RICHARD G CALHOUN  
**Base Term Life Insurance:** \$200,000

**Certificate Number** 4028538777

**Renewal Monthly Premiums**

<u>Attained Age</u>	<u>Base Term Life Without Riders</u>	<u>Base Term Life With All Riders</u>
61-64	\$188.97	\$188.97
65-69	\$328.61	\$328.61
70-74	\$503.94	\$503.94
75-79	\$839.90	\$839.90

**Print Date:** June 1, 2015

GT8107CERTTX

3a

**EXHIBIT A**

NC000022

## PART I - DEFINITIONS

### Attained Age

means, on any given date, Your age on the most recent Renewal Date. During the first year of coverage under this Certificate, Your Attained Age Is Your Issue Age.

### Effective Date

means the date this Certificate becomes effective. It is shown on the Certificate Schedule of Benefits and Premiums Page (Schedule Page). The Effective Date is the date We use to determine Renewal Dates.

### Eligible Member (Member)

means, on the Issue Date, a person whose name appears in good standing in the active files of the American Automobile Association.

### Eligible Spouse (Spouse)

means on the Issue Date, the legal Spouse of a Member.

### Evidence of Insurability

means proof satisfactory to Us that an Insured is an acceptable risk under the Group Policy.

### Group Policy

means Group Life Insurance Policy bearing the number GT8107, issued to the Policyholder by Us. It includes any Riders or Endorsements attached to it.

### Home Office

means the main administrative office of AAA Life Insurance Company located at 17900 N. Laurel Park Drive, Livonia, Michigan 48152.

### Insured

means a Member or Spouse whose name appears on the Schedule Page, and who is insured under the Group Policy, including any elected Riders or Endorsements.

### Issue Date

means the date we issue this Certificate, which is shown on the Schedule Page. The Issue Date is the date We use to measure the applicable time periods of the Suicide and Incontestability provisions in this Certificate.

### Officer of the Company

means the President, a Vice President or Secretary of AAA Life Insurance Company.

### Modal Premium

the Premium payment method chosen (Annually, Semi-Annually, Quarterly or Monthly) for the life insurance Benefit Amount plus any additional benefit Riders. This is shown on the Schedule of Benefits and Premiums as the Premium Frequency Mode.

### Policyholder

means the Group Policyholder named on the Schedule Page.

### Renewal Period

means each one-year period, after the first year, that this Certificate remains in force.

### We, Our, and Us

means AAA Life Insurance Company at its Home Office.

### Written Notice

means notification satisfactory to Us and received by Us at our Home Office.

### You and Your

means the person insured by this Certificate as named on the Schedule Page.

### PART III – GENERAL PROVISIONS

#### Suicide Limitation

If You die by suicide, while sane or insane, within 2 years of the Issue Date, Our liability will be limited to a refund of the premiums paid.

#### Incontestability

We will not contest the validity of Your insurance after it has been in force for a period of 2 years from the Issue Date, during Your lifetime. We will not use a statement made by You on Your signed application to contest a claim unless:

1. You die within 2 years of the Issue Date; and
2. Any answer, representation or acknowledgment made by You on Your signed application for insurance was not true and/or complete; and
3. If We had known the correct facts, We would not have issued the Certificate, or the Certificate would not have been issued in its present form for the amount of insurance and/or the premium rate.

If We reinstate this Certificate, any material misstatements made by You on Your signed application for reinstatement are subject to the provisions of this section as of the reinstatement date.

#### Statements

We consider all statements made by You in the application to be representations and not warranties, unless they are fraudulent. No statement will be used to void coverage or reduce benefits unless:

1. It is in writing; and
2. A copy is attached to this Certificate.
3. A copy is furnished to You or Your Beneficiary.

#### Assignment

You may not use the benefits under this Certificate for a collateral assignment.

#### Misstatement of Age or Sex

If Your age or sex was misstated, Your correct age or sex as of the date of application will be used to determine:

1. The Effective, Renewal, or Expiration Dates of any benefits provided under this Certificate;
2. The amount of insurance; and
3. Any other rights or benefits under the Certificate.

If Your age or sex was misstated, We will adjust the amount of life insurance to be the amount that the premiums would have purchased at Your correct age or sex, on the date of application.

If, based on Your correct age, coverage under this Certificate would not have become effective, Our liability will be limited to a refund of premiums, and the Certificate will be considered void from the start.

#### Grace Period

We will allow a 31 day grace period for all premiums due, except the first one. During this period the coverage will remain in force. If the premium due is not paid by the end of the Grace Period, the coverage provided by the Certificate will lapse. All insurance ends when the Certificate lapses. If Your death occurs during the Grace Period, We will deduct any unpaid premium due from the benefit amount otherwise payable.

#### Reinstatement of Insurance

If We terminate insurance for non-payment of premium, You may reinstate coverage within 90 days following the last unpaid premium due date. You must pay all overdue premiums and provide Us with satisfactory Evidence of Insurability. We will not cover any loss under the reinstated Certificate that occurred during the lapse period. If You have converted Your coverage to an individual policy of permanent insurance under the Conversion Privilege, You may not reinstate Your coverage under this Certificate.

## PART VI - CLAIMS AND BENEFIT PAYMENTS

### Payment of Claims

Life Insurance Benefits will be payable according to the beneficiary designation in effect at time of payment. All other benefits are paid directly to You.

### Notice of Claim

Written Notice of Claim must be given to Us within 30 days after a covered Loss occurs, or as soon after that as reasonably possible. The notice should be sent to Our Home Office. Our mailing address for Notice of Claim is shown on the first page of this Certificate. Notice should include Your name and the Certificate Number.

### Claim Forms

When We receive a Notice of Claim, We will furnish to the claimant our normal forms for filing Proofs of Loss. If We do not furnish those forms within 15 days after we receive the Notice, the claimant may submit Written Proof of Loss which includes a Death Certificate, if applicable, and a description of the occurrence, extent and character of the loss for which claim is made. Written Proof of Loss is subject to the time frames outlined in the next paragraph.

### Written Proof of Loss

We must receive Written Proof of Loss, satisfactory to Us, at Our Home Office within 90 days after the date the Loss occurs. If it was not reasonably possible to give Us Written Proof of Loss within 90 days We will not reduce or deny a claim for this reason, provided the Written Proof of Loss was submitted as soon as reasonably possible. However, in no event, except in the absence of legal capacity, will benefits be paid if Written Proof of Loss is not submitted within 1 year from the date the Loss occurs.

### Time Payment of Claims

We will pay the Claims for benefits provided under this Certificate within 2 months of Our receipt of (1) Written Proof of Loss and (2) written proof of the right of the claimant to receive the benefits..

### Payment of Death Benefit Proceeds

Unless restricted by law, We will pay the benefit proceeds due upon Your death as follows:

1. If You have named 1 or more beneficiaries, the benefit proceeds will be paid to the surviving beneficiary or beneficiaries in equal shares, unless otherwise stated by You; or
2. If You have not named a beneficiary, or if no named beneficiary survives You, the benefit will be paid to Your estate.
3. If any benefit is payable to Your estate or to a beneficiary who is a minor or otherwise not competent to give a valid release, We may pay an amount up to \$10,000 to any relative by blood or marriage whom We consider to be equitably entitled. If we make such a payment in good faith, We will not be liable for the amount paid.

### Physical Examination and Autopsy

We have the right, at Our expense, to examine the person for whom a claim is made under this Certificate when and as often as it may reasonably require, but not more than once every three months, during the pendency of a claim and to have an autopsy performed in case of death where it is not forbidden by law.

### Legal Actions

Legal action may not be taken to receive benefits until 60 days after the date Written Proof of Loss was submitted as described above. Legal action may not be taken after the expiration of 2 years after the date Written Proof of Loss was submitted as described above.

### Benefit Proceeds Payment Options

Any amount payable under the Certificate in settlement of a claim will be paid by Us in one lump sum, or any payment option mutually agreed upon.

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**EXHIBIT A**

**NC000026**



(A Stock Company)  
17900 N. Laurel Park Drive, Livonia, MI 48152-3985  
(800) 624-1662

**ACCELERATED DEATH BENEFIT ENDORSEMENT**  
(THIS ENDORSEMENT IS NOT A LONG-TERM CARE ENDORSEMENT)

**IMPORTANT NOTICE: BENEFITS PROVIDED UNDER YOUR CERTIFICATE OF GROUP TERM LIFE INSURANCE WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID.**

THE ACCELERATED DEATH BENEFITS OFFERED UNDER THIS ENDORSEMENT MAY OR MAY NOT QUALIFY FOR FAVORABLE TAX TREATMENT UNDER THE INTERNAL REVENUE CODE OF 1986. WHETHER SUCH BENEFITS QUALIFY DEPENDS ON SUCH FACTORS SUCH AS YOUR LIFE EXPECTANCY AT THE TIME BENEFITS ARE ACCELERATED. IF THE ACCELERATED DEATH BENEFIT QUALIFIES FOR FAVORABLE TAX TREATMENT, THE BENEFITS WILL BE EXCLUDED FROM YOUR INCOME AND NOT SUBJECT TO FEDERAL TAXATION. TAX LAWS RELATED TO ACCELERATED DEATH BENEFITS ARE COMPLEX. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR ABOUT CIRCUMSTANCES UNDER WHICH YOU COULD RECEIVE ACCELERATED DEATH BENEFITS EXCLUDABLE FROM INCOME UNDER FEDERAL LAW.

RECEIPT OF ACCELERATION-OF-LIFE-INSURANCE BENEFITS MAY AFFECT YOUR SPOUSE OR YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS MEDICAL ASSISTANCE (MEDICAID), AID TO FAMILIES WITH DEPENDENT CHILDREN (AFDC), SUPPLEMENTARY SOCIAL SECURITY INCOME (SSI), AND DRUG ASSISTANCE PROGRAMS. YOU ARE ADVISED TO CONSULT WITH A QUALIFIED TAX ADVISOR AND WITH SOCIAL SERVICE AGENCIES CONCERNING HOW RECEIPT OF SUCH A PAYMENT WILL AFFECT YOU, YOUR SPOUSE AND YOUR FAMILY'S ELIGIBILITY FOR PUBLIC ASSISTANCE.

This Endorsement is attached to and becomes a part of Your Certificate. Wherever the term "Schedule Page" appears in this Endorsement, it shall have the same meaning as the term Data Page. This Endorsement will remain in effect only while the Certificate remains in effect. It is governed by the terms of the Group Policy and Certificate that are not in conflict with the provisions of this Endorsement.

**EFFECTIVE DATE**

This Endorsement will not become effective unless the Certificate is in force.

The Effective Date of this Endorsement is shown on the Schedule Page (page 3a. of Your Certificate.)  
If We reinstate coverage under this Endorsement, the Effective Date of the reinstated coverage will be shown in a new Schedule Page (page 3a of Your Certificate.)

**BENEFIT**

This Endorsement allows You to request an Accelerated Death Benefit Amount subject to all the provisions of the Group Policy and Your Certificate. This Endorsement is not intended to provide health, nursing home, or long-term care insurance.

**INSURED ("YOU" OR "YOUR")**

If You are the Insured named on the Schedule Page, You are covered by this Endorsement.

**PHYSICIAN**

A doctor of medicine (M.D.) or osteopathy (D.O.) legally authorized to practice medicine or surgery, within the scope of such authorization, by the state which he or she performs such function or action. A Physician must not be the spouse, child, sibling, parent, grandparent, grandchild, or in-law of the Insured.

**TERMINATION**

This Endorsement will terminate on the earliest of:

1. the date when the Certificate this Endorsement is attached to terminates; or
2. when You request that we cancel it by notifying us in writing; or
3. upon Your death.

Signed for AAA Life Insurance Company at Its Home Office in Livonia, Michigan



Harold W. Huffstetler, Jr., President



Diane L. Coudurier, Secretary

**IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE  
TEXAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION  
(For insurers declared insolvent or impaired on or after September 1, 2011)**

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which are members of the Association are eligible for this protection which is subject to the terms, limitations, and conditions of the Association law. (The law is found in the *Texas Insurance Code*, Chapter 463.)

**It is possible that the Association may not cover your policy in full or in part due to statutory limitations.**

**Eligibility for Protection by the Association**

When a member insurance company is found to be insolvent and placed under an order of liquidation by a court or designated as impaired by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas (regardless of where the policyholder lived when the policy was issued)
- Residents of other states, ONLY if the following conditions are met:
  1. The policyholder has a policy with a company domiciled in Texas;
  2. The policyholder's state of residence has a similar guaranty association; and
  3. The policyholder is *not* eligible for coverage by the guaranty association of the policyholder's state of residence.

**Limits of Protection by the Association**

**Accident, Accident and Health, or Health Insurance:**

- For each individual covered under one or more policies; up to a total of \$500,000 for basic hospital, medical-surgical, and major medical insurance, \$300,000 for disability or long term care insurance, and \$200,000 for other types of health insurance.

**Life Insurance:**

- Net cash surrender value or net cash withdrawal value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life; or
- Total benefits up to a total of \$5,000,000 to any owner of multiple non-group life policies.

**Individual Annuities:**

- Present value of benefits up to a total of \$100,000 under one or more contracts on any one life.

**Group Annuities:**

- Present value of allocated benefits up to a total of \$100,000 on any one life; or
- Present value of unallocated benefits up to a total of \$5,000,000 for one contract holder regardless of the number of contracts.

**Aggregate Limit:**

- \$300,000 on any one life with the exception of the \$500,000 health insurance limit, the \$5,000,000 multiple owner life insurance limit, and the \$5,000,000 unallocated group annuity limit.

Insurance companies and agents are prohibited by law from using the existence of the Association for the purposes of sales, solicitation, or inducement to purchase any form of insurance. When you are selecting an insurance company, you should not rely on Association coverage. For additional questions on Association or protection or general information about an insurance company, please use the following contact information.

Texas Life and Health Insurance  
Guaranty Association  
515 Congress Avenue, Suite 1875  
Austin, Texas 78701  
800-982-6362 or  
txlifega.org

Texas Department of Insurance  
P.O. Box 149104  
Austin, Texas 78714-9104  
888-252-3439 or  
www.tdi.texas.gov

